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CALIFORNIA REGIONAL WATER  
QUALITY CONTROL BOARD  
LOS ANGELES REGION

# CHICAGO TITLE COMPANY

**Recording Requested By:**

LA VERNE COMMONS LLC  
C/O Combined Properties, Incorporated  
1255 22<sup>nd</sup> Street, NW  
Washington, DC, 20037

**When Recorded, Mail To:**

Tracy J. Egoscue, Executive Officer  
California Regional Water Quality Control Board  
Los Angeles Region  
320 W. 4<sup>th</sup> Street, Suite 200  
Los Angeles, California 90013

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2009 FEB 27 PM 2 15  
CALIFORNIA REGIONAL WATER  
QUALITY CONTROL BOARD  
LOS ANGELES REGION

## COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

La Verne Commons LLC,  
Southeast Corner of Foothill Boulevard and Wheeler Avenue, La Verne, California 91750  
Assessor Parcel Number: 8381-008-024  
Regional Board WIP File No. 101.1004

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 3 day of ~~FEBRUARY~~, 2009 by La Verne Commons LLC, a Delaware limited liability company, C/O Combined Properties, Incorporated ("Covenantor") who is the Owner of record of that certain retail shopping center property situated at the southeast corner of Foothill Boulevard and Wheeler Avenue, with the street address of 1568 Foothill Boulevard, in the City of La Verne, commonly known as La Verne Commons LLC, County of Los Angeles, State of California, which is more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section 13307.1.c, because the Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code.

B. Contamination of the Burdened Property. The soil and soil vapor at the Burdened Property was contaminated by dry cleaning activities with perchloroethylene (PCE) which constitutes a hazardous material. By means of soil vapor extraction and excavation, known PCE concentrations have been reduced to 0.045 milligrams per kilograms (mg/kg) or less in soil and 4.8 micrograms per liter (ug/L) or less in soil vapor between ground surface and a depth of 10

feet below ground surface at the subject site.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil and soil gas at the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via contact with excavated deep soil potentially resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the soil remediation at the site and through controls described herein.

D. Land Uses and Population Potentially Affected. The Burdened Property will be used for commercial/industrial land uses and will be adjacent to commercial/industrial and residential land uses.

E. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive sampling of the Burdened Property has been conducted.

F. Use of Burdened Property. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to section 1471 of the Civil Code; and (c) are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

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1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupant or Occupants. "Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development and use of the Burdened Property shall be restricted to industrial, commercial, and/or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals for humans shall be permitted on the Burdened Property;
- d. No public or private schools for persons under 21 years of age shall be permitted on the Burdened Property;

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e. No day care or community centers for children or senior citizens shall be authorized on the Burdened Property;

f. Any excavation conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner, Owner's agent, Occupant, or Occupant's agent in accordance with all applicable provisions of local, state and federal law;

g. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;

h. The Covenantor agrees that the Board, and any persons acting pursuant to Board Orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and

i. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils below twelve feet and in the groundwater under the property, and is subject to a Covenant and Environmental Restriction dated as of FEBRUARY 3, 2009, and recorded on FEBRUARY 11, 2009, in the Official Records of Los Angeles County, California, as Document No. 09-186136, which Covenant and Environmental Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

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ARTICLE IV  
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V  
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, addressed:

*If To: "Covenantor"*  
La Verne Commons LLC  
C/O Combined Properties, Incorporated  
1255 22<sup>nd</sup> Street, NW  
Washington, DC 20037  
Attention: General Counsel

*If To: "Board"*  
Regional Water Quality Control Board  
Los Angeles Region  
Attention: Executive Officer  
320 W. 4<sup>th</sup> Street, Suite 200  
Los Angeles, California 90013

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

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5.4 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

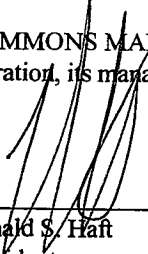
5.5 References. All references to Code sections include successor provisions.

5.6 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: LA VERNE COMMONS LLC, a  
Delaware limited liability company

By: LA VERNE COMMONS MANAGER, INC. a  
Delaware corporation, its manager

By:   
Ronald S. Haft  
President

### CERTIFICATE OF ACKNOWLEDGMENT

State of California

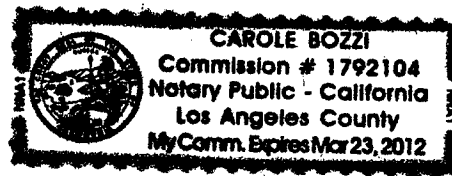
County of Los Angeles

On February 3, 2009 before me, CAROLE BOZZI, Notary Public,  
personally appeared Ronald S. HAFT,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carole Bozzi  
Signature of Notary Public

(Notary Seal)

California Regional Water Quality Control Board, Los Angeles Region

Print Name: Tracy J. Egoscue

Signature: [Signature]

Title: Executive Officer

Date: 1/28/09

### CERTIFICATE OF ACKNOWLEDGMENT

State of California

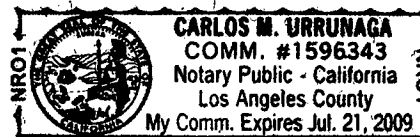
County of Los Angeles

On JANUARY 28, 2009 before me, Carlos M. Urrunaga, Notary Public, personally appeared Tracy J. Egoscue, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



(Notary Seal)



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 6168, FILED IN BOOK 67 PAGES 91 AND 92 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND TOGETHER WITH STRIP NUMBERS 1, 2 AND 3, DESCRIBED AS FOLLOWS:

**STRIP NUMBER 1:**

THAT PORTION OF LOT 'A' OF TRACT NO. 32624, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 867 PAGES 45 TO 47 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 'A'; THENCE, SOUTH 68° 05' 53" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 'A', SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF FOOTHILL BOULEVARD (50.00 FOOT HALF WIDTH), 17.67 FEET TO A POINT OF SAID NORTHERLY LINE, SAID POINT BEING ALSO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 24.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 25° 48' 40" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 50' 57" AN ARC DISTANCE OF 18.79 FEET; THENCE SOUTH 25° 51' 44" WEST, 2.79 FEET TO THE SOUTHERLY LINE OF SAID LOT 'A'; THENCE NORTH 68° 05' 53" WEST, ALONG SAID SOUTHERLY LINE, 9.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 'A'; THENCE, NORTH 17° 27' 00" EAST, ALONG THE WESTERLY LINE OF SAID LOT 'A', SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 6168, RECORDED IN PARCEL MAP BOOK 67, PAGES 91 AND 92 OF PARCEL MAPS, 20.06 FEET TO THE POINT OF BEGINNING.

**STRIP NUMBER 2:**

THAT PORTION OF LOT 'B' OF TRACT NO. 32624, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 867, PAGES 45 TO 47 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 'B'; THENCE, SOUTH 68° 05' 53" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 'B', 9.69 FEET; THENCE, SOUTH 25° 51' 44" WEST, 66.07 FEET TO A POINT ON THE WESTERLY LINE

**LEGAL DESCRIPTION OF PROPERTY**

(continued)

OF SAID LOT 'B', SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 6168, RECORDED IN PARCEL MAP BOOK 67, PAGES 91 AND 92 OF PARCEL MAPS; THENCE, NORTH 17° 27' 00" EAST, ALONG SAID WESTERLY LINE, 66.11 FEET TO THE POINT OF BEGINNING.

STRIP NUMBER 3:

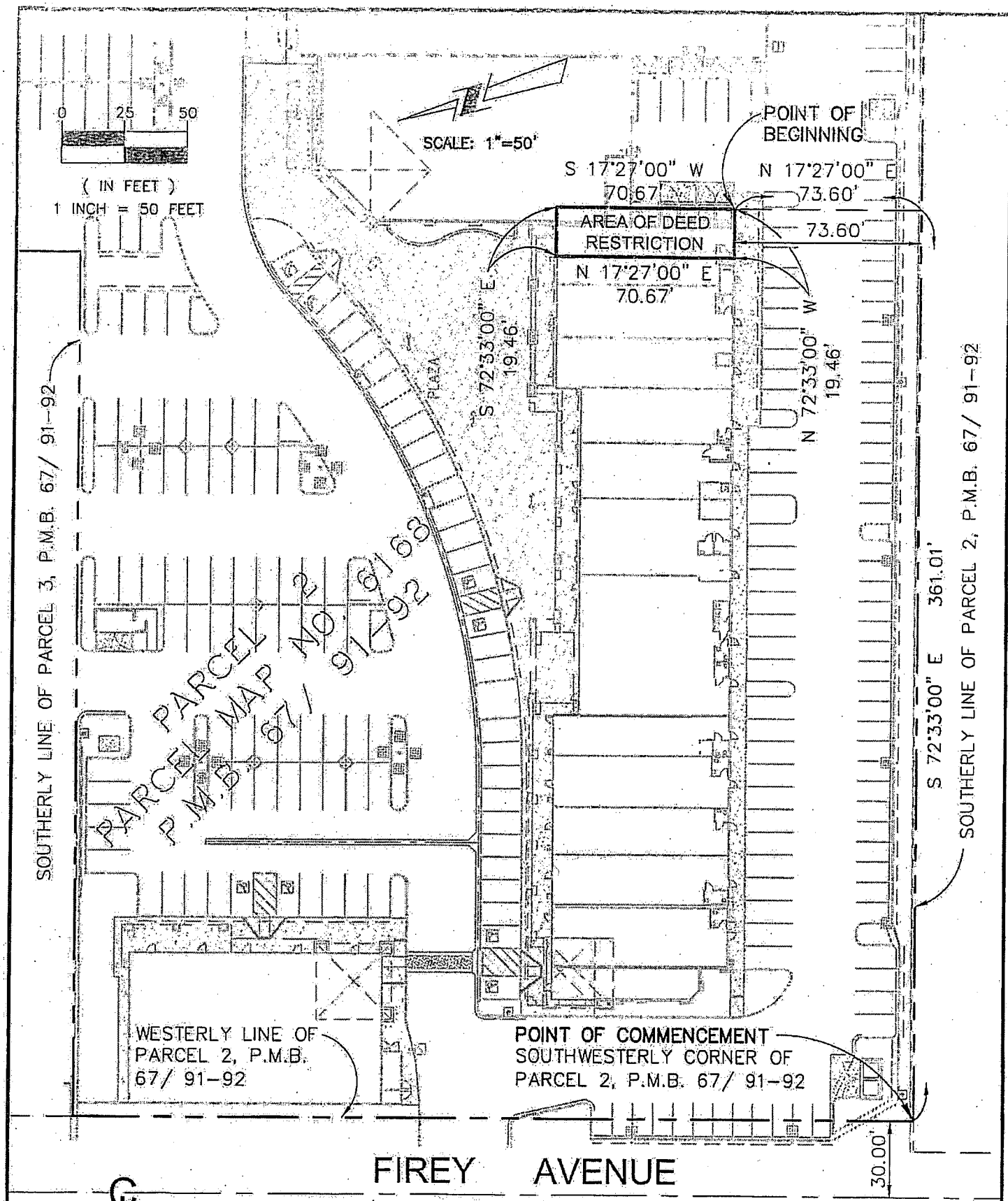
THAT PORTION OF LOT 'B' OF TRACT NO. 32624, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 867, PAGES 45 TO 47 OF TRACT MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 'B', DISTANT SOUTH 17° 27' 00" WEST, 316.66 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 72° 33' 00" EAST, 2.16 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT 2.16 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE; THENCE, PARALLEL TO SAID WESTERLY LINE OF LOT 'B', SOUTH 17° 27' 00" WEST, 153.00 FEET, THENCE, SOUTH 48° 24' 50" WEST, 4.20 FEET TO A POINT ON SAID WESTERLY LINE OF SAID LOT 'B', SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 6168, RECORDED PARCEL MAP BOOK 67, PAGES 91 TO 92 OF PARCEL MAPS; THENCE, NORTH 17° 27' 00" EAST, ALONG SAID WESTERLY LINE, 156.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE SAID LAND IS SHOWN AND DESCRIBED AS PARCEL "A" IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT #112-06 LLA", RECORDED AUGUST 20, 2007 AS INSTRUMENT NO. 07-1945695, OFFICIAL RECORDS.

EXHIBIT B

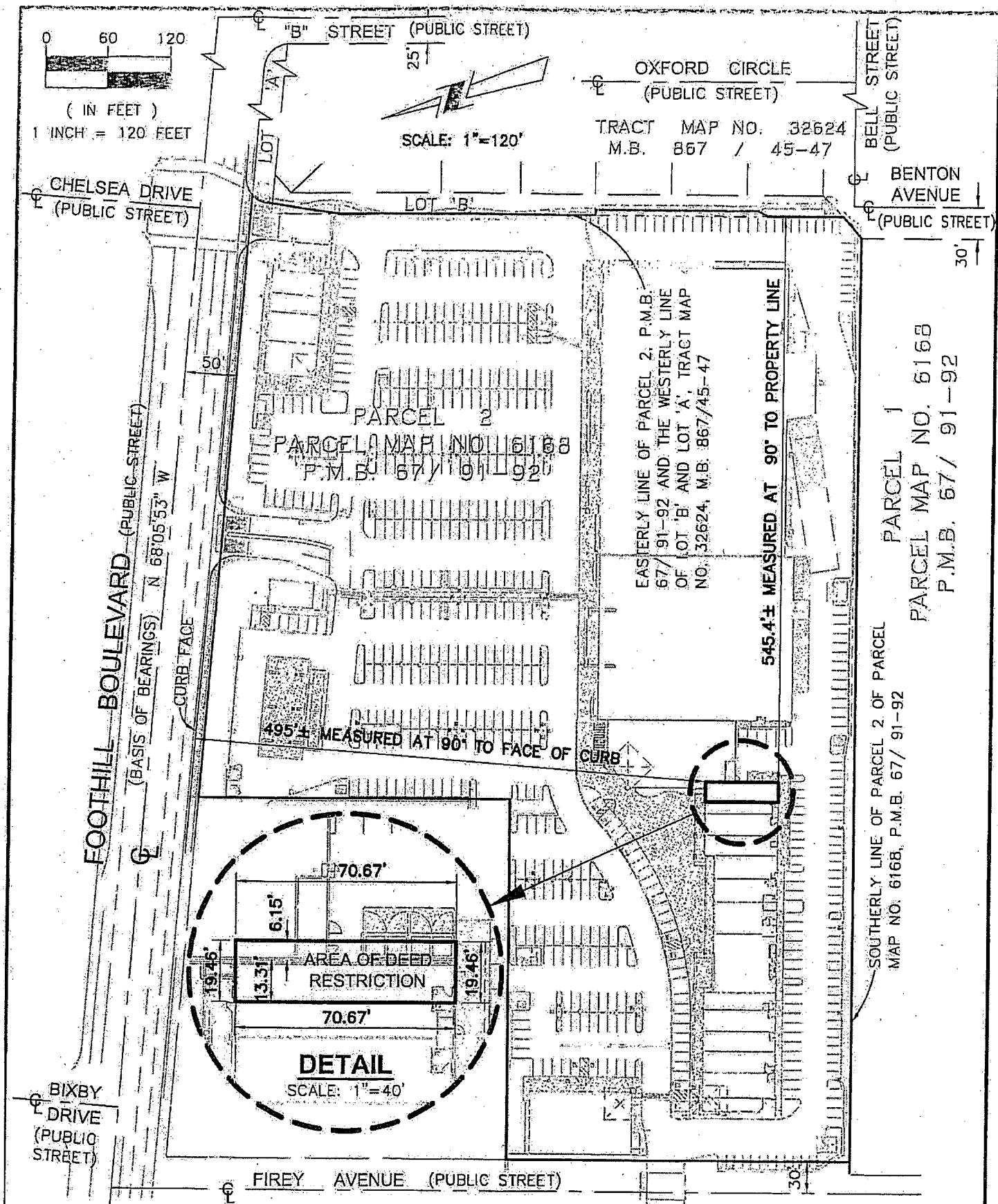
SITE PLAN



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Mar. 12, 2008 - 9:35am by LBut K:\Drawings\SP\SP5731\Survey\Office\EXHIBIT\Deed Restriction Area\SP5836ex - Sheet 2.dwg

2 OF 2

### EXHIBIT "B"

PORTION OF PARCEL 2 OF OF P.M.B. 67/91-92  
CITY OF LA VERNE, CALIFORNIA



**Tait & Associates, Inc.**  
Engineering - Architecture - Environmental  
701 North Parkcenter Drive  
Brea, CA 92625  
(714) 866-8200 • (714) 866-8211 fax  
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EXHIBIT B-1

LEGAL DESCRIPTION OF BURDENED PROPERTY

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EXHIBIT "B-1"  
DEED RESTRICTION AREA  
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 6168 FILED IN BOOK 67, PAGES 91 AND 92 OF PARCEL MAPS, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE, SOUTH 72°33'00" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, 361.01 FEET; THENCE, NORTH 17°27'00" EAST, 73.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE, NORTH 72°33'00" WEST, ALONG A LINE PARALLEL WITH AND DISTANT 73.60 FEET WESTERLY AT RIGHT ANGLES TO SAID SOUTHERLY LINE, 19.46 FEET; THENCE, NORTH 17°27'00" EAST, 70.67 FEET; THENCE, SOUTH 72°33'00" EAST, 19.46 FEET; THENCE, SOUTH 17°27'00" WEST, 70.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,375 SQUARE FEET / 0.031 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECTION ON MARCH 12, 2008

  
MICHAEL SIMON, P.L.S. 6034  
REGISTRATION EXPIRES 6/30/09

